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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

THIS DOCUMENT RELATES TO:

Epic Games, Inc. v. Google LLC, Case No. 3:20-cv-05671-JD

In re Google Play Consumer Antitrust, Case No. 3:20-cv-05761-JD

Utah v. Google LLC, Case No. 3:21-cv-05227-JD

CASE NO. 3:21-MD-02981-JD

**[PROPOSED] ORDER ON
GOOGLE'S ADMINISTRATIVE
MOTION TO FILE UNDER SEAL**

Having considered Plaintiffs' Administrative Motion to Consider Whether Another Party's Material Should be Sealed and Plaintiffs' Declaration in Support of the Administrative Motion; the Administrative Motion to File Under Seal and Declaration of Christian Cramer filed in response by Defendants Google LLC, Google Ireland Limited, Google Commerce Limited, Google Asia Pacific Pte. Limited, and Google Payment Corp. (collectively, "Google"); and any other appropriate papers or argument:

The Court finds that Google has shown good cause to seal the materials identified in the table below and contained in Plaintiffs and Non-Party Activision Blizzard, Inc.'s joint discovery letter brief (MDL ECF No. 259), including "the legitimate private or public interests that warrant sealing; [] the injury that will result if sealing is denied; and [] why a less restrictive alternative to sealing is not sufficient," pursuant to N.D. Cal. Local Rule 79-5 and this Court's Standing Order For Civil Cases.

IT IS HEREBY ORDERED:

Portion(s) to Seal	Reason(s) for Sealing	Ruling
Page 4, fourth paragraph, third sentence. Four words describing financial consideration in a confidential business contract. ¹	This clause purports to describe the financial consideration received by Activision Blizzard under a confidential agreement with Google. Cramer Decl. ¶¶ 8, 10. The terms of confidential business agreements are competitively sensitive. Public disclosure of Plaintiffs' purported description of the financial consideration received by Activision Blizzard could affect Google's	

¹ Although Activision is the designating party for this portion of the sentence, for the reasons stated in the corresponding Reasons for Sealing, the Court finds that Google has standing to seek its sealing because it concerns terms of a deal to which Google was a party.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 Portion(s) to Seal	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 Reason(s) for Sealing	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 Ruling
	future business negotiations and inform decision-making by Google's competitors, and thereby damage Google's competitive position in the marketplace.	
Page 5, second paragraph, second sentence. From after "a competing app store" to end of sentence.	This clause purports to describe the nature and value of the consideration received by Activision Blizzard under a confidential agreement with Google. Cramer Decl. ¶¶ 9–10. The terms of confidential business agreements are competitively sensitive. Public disclosure of Plaintiffs' purported description of the nature and value of consideration received by Activision Blizzard could affect Google's future business negotiations and inform decision-making by Google's competitors, and thereby damage Google's competitive position in the marketplace.	

21 Dated: _____, 2022
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23 Hon. James Donato
24 U.S. District Judge
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